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CITY OF SAN DIEGO
PURCHASING & CONTRACTING DEPT.
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Bid No. 10023103-12-Y

REQUEST FOR BID

Closing Date: March 14, 2012
@ 3:00 pm P.T.

ADDENDUM E

Subject: Furnish the City of San Diego with Furnish the City of San Diego with Asphalt Concrete

Timeline: As may be required for a period of one (1) year from date of award, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.

Company VULCAN MATERIMS Company, Western Division Name JACK GUENTHER
Federal Tax I.D. No.
Street Address 7220 TRADE ST. Suite #200 Signature\* Jack Guenther
City SAN DIEGO Title SR. Sales Rep.
State CA Zip Code 92121 Date 3-14-2012
Tel. No. 858-530-9404 Fax No. 858-530-9496
E-Mail guentherj@vmcmail.com

\*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.

If your firm is not located in California, are you authorized to collect California sales tax? Yes N/A No
If Yes, under what Permit #
City of San Diego Business Tax Certificate #:

SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.

The City's Standard Payment Terms are Net 30 Days. However the City will accept the following payment terms and they will be considered for bid evaluation:

- 1% 20 days, 2% 20 days, 3% 20 days, 4% 20 days, 5% 20 days, 10% 20 days, 15% 20 days, 20% 20 days

Please check terms offered if other than Net 30 Days

State delivery time required: 1 days after receipt of order.

FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:

- 1) Bid must be submitted on official City bid forms.
2) All information on this Request for Bid cover page must be completed.
3) This cover page must be signed with an original signature.
4) All bidders must complete and submit the Vendor Registration Form.
5) Bid must be submitted on or before the exact closing date and time. Bid received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:

ELEIDA FELIX YACKEL/ylk, Procurement Specialist

Phone: (619) 533-4507 Fax: (619) 236-5904 E-mail: Efelixyackel@sandiego.gov

AGREEMENT BETWEEN THE CITY OF SAN DIEGO  
AND CALMAT COMPANY DBA VULCAN MATERIALS  
COMPANY, WESTERN DIVISION FOR ASPHALT  
CONCRETE

THIS AGREEMENT is entered into by and between THE CITY OF SAN DIEGO, a municipal corporation (City), and Calmat Co., dba Vulcan Materials Co., Western Region, a California corporation (Vulcan Materials Co.), individually referred to as "Party" and collectively as "Parties," for the furnishing of asphalt concrete.

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**RECITALS**

WHEREAS, the City issued Request for Bid No. 10023103-12-Y for furnishing the City with asphalt concrete, a true and correct copy of which is attached hereto as Exhibit "A."

WHEREAS, the City subsequently issued Addendums A through E to Request for Bid No. 10023103-12-Y, true and correct copies of which are attached hereto as Exhibits "B" through "F."

WHEREAS, except as otherwise specified, the City's Request for Bid No. 10023103-12-Y also incorporates the City's General Provisions dated January 3, 2005, on file in the office of the Purchasing Agent.

WHEREAS, Vulcan Materials Co. submitted a proposal in response to Request for Bid No. 10023103-12-Y, a true and correct copy of which is attached hereto as Exhibit "G."

NOW, THEREFORE, in consideration of the above recitals and the terms, provisions, conditions, and obligations expressed herein, the City and Vulcan Materials Co. agree as follows:

**AGREEMENT**

A. Documents Comprising Agreement. This Agreement consists of this document and all the documents listed below, which are incorporated in full herein, and which together contain all the terms and conditions of this Agreement.

1. The City's Request for Bid No. 10023103-12-Y (Exhibit A);
2. The City's Addendum A to Request for Bid No. 10023103-12-Y (Exhibit B);
3. The City's Addendum B to Request for Bid No. 10023103-12-Y (Exhibit C);
4. The City's Addendum C to Request for Bid No. 10023103-12-Y (Exhibit D);
5. The City's Addendum D to Request for Bid No. 10023103-12-Y (Exhibit E);
6. The City's Addendum E to Request for Bid No. 10023103-12-Y (Exhibit F);
7. Vulcan Materials Co.'s Proposal in response to Request for Bid No. 10023103-12-Y (Exhibit G)
8. The City's General Provisions dated January 3, 2005 (General Provisions) ; and

This Agreement including all the Exhibits incorporated into this Agreement constitutes the entire understanding between the City and Vulcan Materials Co. with respect to the subject matter and transactions contemplated by this Agreement. This Agreement including all Exhibits incorporated into this Agreement supersedes any and all prior agreements, understandings, promises, or inducements with respect to the subject matter and transactions contemplated by this Agreement.

- B. Precedence of Documents. In the event of a conflict between the terms and conditions of this Agreement and/or Exhibits, the conflict shall be resolved according to the following order of precedence of documents. The terms and conditions of a document with a lower number shall prevail over conflicting terms and conditions of a document with a higher number. If a conflict exists between and applicable federal, state, or local law rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the documents and between the documents and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Provisions of the documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict and the more specific language will control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.
1. This Agreement;
  2. Vulcan's response to Request for Bid (RFB) No. 10023103-12-Y
  3. The City's Request for Bid No. 10023103-12-Y (Exhibit A) as amended by Addendums A – E (Exhibits B – F);
  4. The City's General Provisions dated January 3, 2005 (General Provisions); and
- C. Compensation. The City will compensate Vulcan Materials Co. in accordance with the Pricing Page set forth in the Vulcan Materials Co.'s Proposal (Ex. F) and the other applicable terms of this Agreement.
- D. Term of Agreement. The Term of this Agreement shall be for a period of one year, beginning August 1, 2012, unless terminated earlier pursuant to the terms and conditions stated in the Agreement.
- E. Option to Renew. The City has the option to renew this Agreement for up to four additional one-year periods under the terms and conditions stated in the Agreement and as more fully described in Request for Bid No. 10023103-12-Y.
- F. Incorporation of Exhibits. All exhibits referenced herein are considered to be a part of this Agreement and are incorporated in full herein by this reference.

IN WITNESS WHEREOF, this Agreement is executed by the City and Calmat Co., dba Vulcan Materials Co. through their duly authorized representatives.

CALMAT CO., dba VULCAN MATERIALS CO.  
A California Corporation

THE CITY OF SAN DIEGO,  
A Municipal Corporation

By: 

By:   
Jeffrey Baer  
Director, Purchasing & Contracting

Name: Dain Deforest

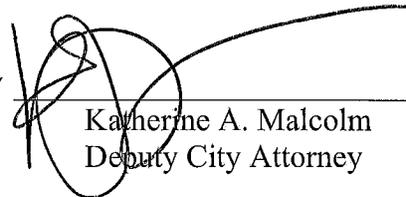
Title: Area Sales Manager

Date: 7/27/12

Date: July 23, 2012

I HEREBY APPROVE the form and legality of the foregoing Agreement between the City of San Diego and Calmat Co., this 30<sup>th</sup> day of July, 2012.

JAN I. GOLDSMITH, City Attorney

By:   
Katherine A. Malcolm  
Deputy City Attorney